## THE STRAUCH

## Threats to Murder Anonymously by Mail.

(From Saturday's Advertiser)

The developments in the Strauch case The developments in the Strauch case vesterday were as follows: Robert Clark, the first man to get a loan, had furnished valuable real estate as security and supposed that he had given Strauch a mortgage when, as a matter of fact he had given a deed. had given a deed.

During the day Strauch, having been sued in the Territorial courts, applied sucd in the Ferritorial courts, applied to the Federal Court to be adjudged a voluntary bankrupt, listing his assets at \$19 and some stock, "value unknown."

In the afternoon anonymous letters were received by Mr. Thurston and the Editor of the Advertiser threatening them with death for "blackmailing."

hem with death for "blackmailing." In the evening there was an excited

meeting at the rooms of the Co-oper-ative Home Purchasing Society, attendby many subscribers, to which reporters were not admitted. Natives and Portuguese signed a vote of confidence in Strauch and his So-

 $\bullet \bullet \bullet$ "Honolulu, May 13, 1994.

Co-Operative Home Purchasing Society, 928 Fort Street, Honolalu.

"Dear sir: I wish to thank you for all the money your Society gave me to pay off my mortgage and enough to repair . my house. I now can save the 12 per cent interest I had to . pay on my mortgage. I feel overy glad that your society has o helped me so promptly, as I had . paid into the society only \$12 .- (e) 80 and I received \$400.00 from . your society. In a short time I (e) will have paid my debt and owe nobody one cent.

"Your society of which I am a proud member, has saved my 
house and home and I shall always thank you for helping me and my family.

"As your highest aim is to help each member of your so- ociety out of trouble, I know that o thousands of families in the Hawallan Islands will join our society, co-operate with us, and

"I shall tell all my friends about your work.

"Expecting to see the number of our society reach into the thousands soon.

"I remain, Yours with aloha, "ROBERT CLARK. Repair Shop, 1043 Bethel "Street, Honolulu."

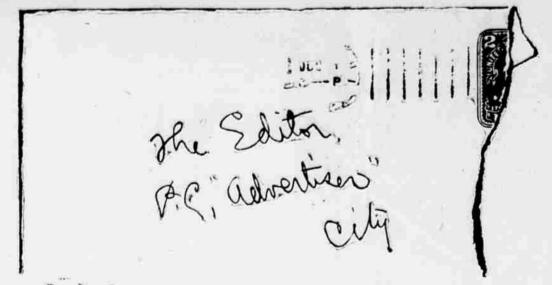
On pink slips of paper thousands of A. D. 1904. copies of the above have been distributed in the islands by Manager P. E. R. Strauch of the Co-Operative Home Purchasing Society.

Clark yesterday and also went to the the sum of \$300. gage. But in addition to the above from her said husband. another document was filed for record (Seal) in the Bureau of Conveyances on May 13th, and this is an absolute deed from First Judicial Circuit, Territory of Ha-Clark and his wife of the Palama property to "M. W. Tschudi, Trustee of the Co-Operative Home Purchasing Soclety of Honolulu," in consideration of \$400. Four hundred dollars was the amount of the loan made by the Soclety but in deed recorded in Liber 258. such that it gives a clear title to street. Tschudi, "Trustee of the Co-Operative part Chinese,"
Home Purchasing Society," and of "Are your at course legally permits Tschudi to sell tive Society," asked the reporter, that same property at any time to any Clark, who considers himself the owner would be unable to prevent its dred dellars besides, transfer. The copy of the record is as

Bobert Clark and wife to Co-Operative Home Purchasing Society, by Tr., places starged \$1.00 Deed.

That I. Rebect Clark of Hemotote, Innort in consideration of Four Hungred the field which is on record. Place Dullyra (North) to me paid by M. W. Second emprised and declared that he Symbols, Trustee for the Comparative level not Defined to app a deck. He Home Purchasing Sorry of Hanni though in in said Island of tubes the receipt stage whiteof is furnby neutronicities, she was no

ANONYMOUS THREAT DRAWN OUT BY THE STRAUCH INQUIRY



The Editor Jon to Stop Hockmailing. or slee you will be shot a dead man,

FACSIMILE OF ENVELOPE AND ENCLOSED SLIP RECEIVED BY THE EDITOR OF THE ADVERTISER YESTERDAY AFTERNOON. MR. THURS-

TON RECEIVED A SIMILAR ONE. 

Beginning at the north corner of this Tschudi, expense of making out the transaction as is the deed. lot and running as follows: 1-S. 21 degrees, 21 minutes E., 46 feet

dong Bishop Estate; 2-S. 51 degrees, 50 minutes W., 40 feet along lots 22 and 21; 3-N. 34 degrees, 22 minutes W., 47

feet along road; 4-N. 59 degrees, 23 minutes E., 61 feet along Bishop Estate to the initial point, containing an area of 2590 square feet, being a part of L. C. A. 4455 to wall Land Co., Ltd., dated July 10, 1900, So I did so." and recorded in Liber 209, on Pages 305 and 306. To have and to hold said granted premises, with the privileges and appurtenances thereunto belonging unto the said M. W. Tschudi, Trus- a copy: for the Co-Operative Home Purchasing Society, his successors, heirs, and assigns forever. And I, the said Robert Clark do hereby covenant for myself, my heirs, executors and administrators, with the said M. W. Tschudi, Trustee for the Co-Operative Home Purchasing Society, his sucessors, heirs, and assigns, that I am lawfully seized in fee simple of the said premises, that I have good right to sell and convey the same as aforesald, that said premises are clear and free from all incumbrances, and that I will and my heirs, executors and adminis-

ROBERT CLARK, (LS).

hands and seals this 13th day of May,

KEALOHA CLARK, (LS). In the Presence of P. Silva, Terriory of Hawaii, Island of Oahu-ss. An Advertiser reporter looked up On this 13th day of May, A. D. 1904, personally appeared before me, Robert in Liber 193 on page 302. Bureau of Conveyances to learn what Clark and Kealoha Clark, his wife, he could regarding the mortgage that known to me to be the persons dethe Society enabled Clark to lift, From scribed in and who executed the forethe records in the Bureau of Convey- going Instrument, who severally acances it was shown in Liber 236 on knowledged to me that they executed Operative Contract No. 1, the said par-Page 270 that on the third day of July. the same freely and voluntarily, for ty of the first part, his successors, heirs some the uses and purposes therein set forth. or assigns or their agent may at once Palama property to M. W. Tschudi for And said Kealoha Clark, on a private take possession of said premises and The record also show- examination by me, separate and apart may exercise the right of ownership as ed that on May 13th of this year from her husband, further acknowl-Tschudi, full payment having been edged to me that she executed the same made by Clark, had released the mort- without compulsion, fear, or constraint and from the proceeds thereof, pay and

Purchasing Society, his

P. SILVA. Notary Public

waii. Recorded and comp'd this 14th day of May, A. D. 1904, at 11:07 o'clock a. m.

CLARK DENIES DEED. An Advertiser reporter took a copy of this deed and a copy of one of the

Page 171, no mention is made of the circulars issued by Strauch in which Operative Home Purchasing Society in four hundred dollars being a loan. It Clark is shown as lauding the Society, Honolulu according to the terms and the affairs of the Society; therefore, is stated simply as the amount of mon- and called upon Clark at his shoe reis stated simply as the amount of mon-ey paid for the property and the deed is such that it gives a clear title to "Are you a member of the Co-Opera-

that same property at any time to any "Yos," said Clark, "I was the first part, his heirs, administrators or as-other person he wishes to, and Robert to join and I got the first loan. I got signs a sufficient deed to the above

What security did you give the so-"I gave them a merigage on my

'Are kno once you gave them a ow all then by these presents: mortgoge? Ind you not give them a deed to the property?"

The reportion above of Clark a copy of

papers, a dollar for the Underwriting "Did you see Tschudi sign that?" ask-Company's guarantee that his loan ed the reporter. papers, a dollar for the Underwriting would be all right, and small amounts he was said to have stated that the Then he said: 'This is your paper.' three hundred had been used to clear

a mortgage and that the remaining

hundred had been used to repair house. "I did not write it," said Clark, "the Society came around with that already Kaaloa Apana 2, and conveyed to the written out. They said it would help said Robert Clark by deed of the Ha- the Society and asked me to sign it.

"But I have one more agreement," said Clark, "and I will get that."
From a small safe Clark fished out

a document of which the following is

COPY OF AGREEMENT.

This agreement, made this 13th day of May, A. D. 1904, by and between M. W. Tschudi, Trustee for the Co-Operative Home Purchasing Society, of Hocolulu, Island of Oahu, Territory of Hawaii, party of the first part, and Robert Clark, of Honolulu, party of the second part; Witnesseth.

That whereas said party of the sec nd part has borrowed and received from the Co-Operative Home Purchasing Society of Honolulu in Gold Coin of the United States the sum of Four trators shall warrant and defend the Hundred Dollars (\$400.00) and has same unto the said M. W. Tschudi, agreed to pay to the said Co-Operative Trustee for the Co-Operative Home Home Purchasing Society the sum of Purchasing Society, his successors, Four Hundred and Forty Dollars heirs, and assigns forever against the (\$440.00) in monthly installments of lawful claims and demands of all per- sums not less than Four and 40-100 Dol-And I. Kealoha Clark, wife of lars (\$4.40) on the first day of each and the said Robert Clark, for the consid- every month hereafter, beginning with eration aforesaid, do hereby release the first day of June, 1904, together with and quit-claim all my right or possi-bility of dower in and to the said ing to the terms and conditions of that Purchasing Society dated March 25 heirs, and assigns forever. In witness 1904, and has conveyed unto M. W. Tschudi as Trustee for the Co-Operative Home Purchasing Society absowhereof, we have hereunto set our lutely in fee simple by deed dated May 13, 1904, and recorded in Liber --, page -, all that certain piece or parcel of land situate at Kapalama, Honolulu aforesald, and known as lot (20) in Palama tract as more fully appears in a map of said Tract recorded

Time being the essence of this contract, it is agreed, that if any payment shall be in arrears according to the terms and conditions of said Cogranted in said deed, and may rent the said premises or may sell the same,

liquidate: First: any and all sums that may be due from the party of the second part to the Co-Operative Home Purchasing Society together with accrued costs interests and all taxes and assessments whatsoever, and second; pay the remainder, if any, to the party of the

When full payment shall have been received at the Home office of the Co-Clark is part Hawalian and otherwise, the said party of the first fect confidence in the manager and part, his successors, heirs or assigns shall execute or cause to be executed at the expense of the party of the second premises free from lecumbrances.

In case the party of the second part is in arrears as aforesaid, he agrees guarantees and binds himself to surrender this Agreement on demand. allow the party of the first part to take inductions and praceful posteriors of the said promises, together with all improvements and appartitions or with

triark base mercunto set their bands and seab He day and year line above stilled.

M. W. TROBUTEL

Trustes for the Carthernton House Paintening Bestell. Besteller MARK

"No," said Clark, "Strauch fixed that for other purposes. The reporter show- up and took it down to the Custom ed him the place in the circular where House and said that Tschudi signed it,

"You are sure you did not intend to deed your property to Tschudi as security for that loan?" again asked th reporter.
"No," said Clark, "they say mort-

gage and I sign as mortgage."

WON'T ANSWER QUESTIONS,

An Advertiser reporter yesterday aft-Strauch, manager of the Co-Operative provisions of said Acts;

Home Purchasing Society, and found That the schedule hereto annexed, Home Purchasing Society, and found a large delegation of Hawaiians, men and women, occupying all the chairs in the outer office. The hall door and that leading to the outer office, closed the and personal, and such further state-inner sanctum of Manager Strauch ments concerning said property as are from view. Inquiry elicited the information that Mr. Strauch was not Mr. Strauch, however, could be een from the Advertiser office opposite, busy with a gesticulating Hawaiian.

Later Mr. Strauch was seen, while ne was doing some typewriting. was asked whether he had been able to make up the answers to the queries propounded to him by the Advertiser: "I have nothing for publication," replied Mr. Strauch pleasantly.

"Do you think you can answer the mestions in the near future?

"I don't know-I have nothing to say for publication." As all replies were to the same effect

the interview, such as it was, came to an end, and Mr. Strauch resumed his typewriting.

A VOTE OF CONFIDENCE.

A spirited meeting of natives and Porpremises unto the said M. W. Tschudi, certain Co-Operative Contract No. 1
Trustee for the Co-Operative Home Series "A" of the Co-Operative Home Home Purchasing Society was held last evening at the Society's offices, the discussion at times attracting quite a Judgment in the Circuit Court crowd on the sidewalk opposite. The books were gone over, the safe opened, ash deposited on a table and counted, and then a set of resolutions expressing confidence in the manager and the company itself, was prepared by Strauch. The responsibility of the company was not gone into. The resolutions, as brought to the Advertiser by George Markham, are as follows: Whereas the public has been aroused

by newspaper criticisms of the progress of the Co-Operative Home Purchasing Society in the Territory of Hawaii, and Whereas, such criticism has been brought to a focus through the medium by a coterie who are conspiring to hamper the progress of said Society, and

Whereas, the development of the Society has been so rapid that these people have become alarmed that it will become a successful and responsible institution and absorb a major portion of their business, because it assists people to obtain and pay for homes at the (only I per cent per year,) and

Whereas, we have examined the books of the Society and all its appurtenances appertaining thereto, its cooperative contracts, its financial status, and found them satisfactory, and have had explained to us in a clear and lucid manner the method of conducting

Resolved, that we, contract holders of the Society, do hereby declare our perother officer of the Society, and condemn in the strongest terms the attacks on the Society by those who make accusations against the manager, the security company, and methods of conducting the Society before they have informed themselves of been very slack. I had an unthe facts in the case:

(Signed) S. K. Lukus, H. Keshialos, J. P. Kaulan, Robert Clark, John K Apie, William K. Luther, M. V. Sousa ouisa Kasion, I. K. Kakane, J. A. lutor, James Mathews.

The signatures above given rewristen in the copy supplied the division. George Markham, whi Advivisinor. are attention to the fact that, in writer creater, the Home Purchastn control circular, the Mone Purchaster Scalings of Heaville in Hy took Scalings begins of Heaville in Hy took Leaking the Phase of Basting At a later has been all if the Blanch Scaling has an except with the Plant Entertaint in the Staling of the Basting Heaville in the Plant County with the Plant County wit

WANTS TO BE A BANKRUPT.

Affairs of P. E. R. Strauch and the Co-Operative Home Purchasing Society" were opened up somewhat, in both the Federal and Territorial courts. yesterday. The continued examination of Strauch as a judgment debtor in the suit on a note brought against him by P. H. Burnette was due before Judge Robinson in Circuit Court chambers at 10 o'clock

Shortly before that hour Strauch filed in the clerk's office of the United States District Court a petition of voluntary bankruptcy, with schedules showing debts of nearly \$7000 and as-sets of \$19. The assets he claimed to be exempt, on the ground that he was a married man. Mr. Strauch nevertheless paid the statutory fee of \$40 for entering the petition.

When the petition was presented before Judge Dole in court, Geo. A. Davis and F. E. Thompson, counsel respectively for P. H. Burnette and H. Hackfeld & Co., Ltd., creditors, protested against the granting of the petition lation of the shipping laws. They were and, at their instance, the matter went over until Wednesday next. The bankruptcy papers are as follows:

PETITION IN BANKRUPTCY.

States, for the Territory of Hawaii. In the matter of Paul E. R. Strauch, bankrupt,

No. -. Petition of debtor. To the Honorable S. B. Dole, Judge of the District Court of the United States, for the Territory of Hawaii, The petition of Paul E. R. Strauch, of Honolulu, Island of Oahu, Territory of Hawali, a broker, respectfully re-

presents: That he has resided continuously for more than six months next immediately preceding the filing of this petition at Honoiulu, within the judicial district of the District Court of the United States, for the Territory of Hawaii; that he owes debts which he is unable to pay in full; that he is willing to surrender all his property for the bene-tion to Judge Dole, but had to be turned it of his creditors except such as its at Honolulu, within the judicial disfit of his creditors except such as is away because their qualification will not exempt by law, and desires to obtain the benefit of the Acts of Congress rethe benefit of the Acts of Congress re-

lating to bankruptcy;
That the schedule hereto annexed no real estate.
marked "A," and verified by your peti(Sgd.) doner's oath, contains a full and true statement of his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concernernoon visited the offices of Mr. ing said debts as are required by the

> marked "B," and verified by your petitioner's oath, contains an accurate inventory of all his property, both real required by the provisions of said Acts;

> Wherefore, your petitioner prays that he may be adjudged by the Court to be a bankrupt within the purview of said Acts.

(Sgd.) P. E. R. STRAUCH. Petitioner of Bankruptcy. United States of America, Territory of

I, Paul E. R. Strauch, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements con-

belief. (Sgd.) Subscribed and sworn to before me, at Honolulu aforesaid, this 1st day of

July, A. D. 1994. (Sgd.) ANTONE MANUEL, Notary Public, First Jud. Circuit. SCHEDULE "A."

Statement of Debts of Bankrupt. P. H. Burnette, of Honolulu, of the First Judicial Circuit, obtained on or about September 16, 1903

Emmett M. May, of Honolulu. holds my promissory note, made at Honolulu to him, dated May 18, 1899, principal \$862,50, payable six months from date, interest 5 per cent per month. payable in advance, less credit of \$95, balance principal....

Said note was given to Mr. May for \$637.50 borrowed by me from him and sugar stock given to secure the same, which stock subsequently depreciated until. as Mr. May claims, it was finally sold for \$95, the credit above mentioned. Geo. Paris, of Honolulu, pro-

missory note, made at Honolulu. to him by me for money borrowed, dated June 6, 1899, payable one month after date, for \$50, interest 1 per cent per month, paid \$10, balance of Lewers & Cooke, Ltd., of Honolulu, balance of lumber bill,

H. Hackfeld & Co., of Honolulu, made myself responsible in writing for all debts owing from Baddaky, of Hilo, to H. Hackfeld & Co., together with all goods subsequently purchased by said C. Baddaky from

them, C. Baddaky's debt, over. 3,000.0 This guarantee was given by me as a friend of C. Baddaky to assist him in pursuing his business, while prospects were very the bright for him, but business has derstanding, in case all Baddaky's debts were paid, should own a one-half interest in his sation.

> (8gd.) P. E. B. STRAUCH. Petitioner (Sworn to before Autona Munucl.

Notary Public.) SCHOOLS 'D' Statement of All Property of Bank-BHAN. Mix chalrs value contribu-

the kingson, and meaned :

## CASES ALL

## McCarthy and Edwards Fined Under New Statute.

William McCarthy, who had previousy pleaded guilty, and Benjamin C. Edwards, who now changed his previous plea of not guilty to that of guilty, were sentenced by Judge Dole yesterday each to pay a fine of \$10 and costs for viocharged with going on board the ship Solano, within 24 hours after her arrival in port, to solicit members of her crew, for a boarding house. Judge Dole in-In the District Court of the United timated that the penalty was made light states, for the Territory of Hawaii. the amended law, but any future viola-tions would be dealt with more severely.

The test case of Captain Simerson and other employees of the Inter-Island Steam Navigation Co. against that corporation, to decide whether seamen's wages can be withheld for payment of Territorial taxes, was called in the Federal court yesterday morning. It was ordered to be submitted on briefs. While the United States law exempts sailors wages from attachment, the law of Hawaii makes employers responsible for the personal taxes of their employees.

Congress relating to bankruptcy. Have-P. E. R. STRAUCH,

United States of America, Territory of Hawaii. ss. On this 1st day of July, A. D. 1904, before me personally came Paul E. R. Strauch, the person mentioned in, and who subscribed to the foregoing sched-

ule, and who being by me first duly sworn did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the Acts of Congress relating to bankruptey. Subscribed and sworn to before me.

at Honolulu, Island of Oahu, this first day of July, A. D. 1904. ANTONE MANUEL,

Notary Public, First Jud. Circuit. STRAUCH'S EXAMINATION.

Before Judge Robinson the examination of P. E. R. Strauch as judgment debtor in Burnette vs. Strauch was resumed from a former day.

Mrs. Strauch carried the books of the Co-Operative Home Purchasing Society into court but objected to having them tained therein are true according to the best of my knowledge, information and erty. Her husband induced her to give them up, however, before the court was put under the necessity of intervening. and stated that they were open to inspection.

Under examination by Geo, A. Davis, Strauch declared he received no salary as manager of the Society. Out of each subscriber's entrance fee of \$4 he took \$2 as his compensation. There were 344 subscribers on the books. No entry of the \$2 taken by himself was made. He had control of the funds until the money was loaned. Books were kept by him, but he was under nobond. He neither had any money in bank nor any debts owing to him.

WRITTEN STATEMENT

Manager Strauch filed the following typewritten document in court, which is reproduced with only the correction of spelling in a few words:

"Honolulu, T. H., June 30th, 1904. "As no separate accounts are kept by the Co-Operative Home Purchasing Society for commissions paid out to the different Agents, it is impossible for me to give the exact amounts earned by me as commission for writing up contracts for the Society, but the amount is in the neighborhood of \$106.00. For the further information I beg

to state that all the commission, fees, etc., to which the Society is entitled to, is in every item credited to the expense account direct, and, after de-40.00 ducting the commissions to Agents, is withdrawn every evening out of the business. Therefore there is never any money on hands of the Society, except. the Trust Funds, belonging to the con-tract holders according to the terms and conditions of the Contracts of the Society. I have further earned as commission

for collecting bills and in the Real Estate about \$25,00 per month, P. E. R. STRAUCH.

PARTNER SEDGEBEER.

Charles Huntington Sedgebeer, foreman of the Makiki fire station, appeared on the witness stand in his uniform. He testified that he left his interests in: the Society to the management of Mrs. Strauch. What she did was perfectly satisfactory to him. Asked if Mr. Strauch was manager of the Society, \$6,857.00 | wirness replied:

He is if Mrs. Strauch says so. Mr. Davis asked for a continuance until a day next week, so that he cate in the Prioral court, where the filed a petition of voluntary benkrupte A community was granted and westlepty:

CHURANA Muchus has been my bury